

**IN THE UNITED STATE BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE**

In re:  DURA AUTOMOTIVE SYSTEMS, LLC, et al., <sup>1</sup>  <div style="text-align: right;">Debtors.</div>	) ) ) ) ) ) )	Chapter 11  Case No. 19-12378 (KBO) (Jointly Administered) Obj. Deadline: March 20, 2020 Related D.I. No.: 748
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**LIMITED OBJECTION AND RESERVATION OF RIGHTS OF EASTERN SINTERED  
ALLOYS, INC. TO SUPPLEMENTAL NOTICE TO CONFIDENTIAL CONTRACT  
PARTIES TO POTENTIALLY ASSUMED EXECUTORY  
CONTRACTS AND UNEXPIRED LEASES**

Eastern Sintered Alloys, Inc. (“ESA”), by and through its undersigned counsel, files the following limited objection and reservation of rights (the “Objection”) to the *Supplemental Notice to Confidential Contract Parties to Potentially Assumed Executory Contracts and Unexpired Leases* [Doc. No. 748] (the “Assumption Notice”) filed by the above-captioned debtors and debtors-in-possession (collectively, the “Debtors”), and respectfully states as follows:

**BACKGROUND**

1. On October 17, 2019, the above captioned Debtors filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101, et seq. (as amended, the “Bankruptcy Code”) in the United States Bankruptcy Court for the Middle District of Tennessee.
  
2. The Debtors are operating their businesses and managing their property as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.
  
3. The Debtors’ chapter 11 cases have been consolidated for procedural purposes only

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<sup>1</sup> The debtors in these chapter 11 cases, along with the last four digits of each entity’s federal tax identification number, are: Dura Automotive Systems Cable Operations, LLC (7052); Dura Automotive Systems, LLC (8111); Dura Fremont L.L.C. (1252); Dura G.P. (8092); Dura Mexico Holdings, LLC (4188); Dura Operating, LLC (2304); and NAMP, LLC (3693).

and are being jointly administered pursuant to Bankruptcy Rule 1015(b) [Docket No. 120].

4. On November 1, 2019, the United States Trustee for the Middle District of Tennessee appointed the Committee pursuant to section 1102 of the Bankruptcy Code [Docket No. 213]. No request for the appointment of a trustee or examiner has been made in these chapter 11 cases.

5. On November 1, 2019, the United States Bankruptcy Court for the District of Delaware (the “Court”) entered an agreed order in the bankruptcy cases captioned In re Zohar III, Corp., et al., Case No. 18-10512 (KBO) (Bankr. D. Del.) (the “Zohar Chapter 11 Cases”) transferring the Debtors’ chapter 11 cases to this Court, effective as of November 8, 2019 at 12:01 a.m. [Zohar Chapter 11 Cases Doc. No. 1060]. These chapter 11 cases are being administered separately from the Zohar Chapter 11 Cases.

6. On March 06, 2020, the Debtors filed the Assumption Notice, identifying executory contracts and unexpired leases for possible assumption and assignment to the successful bidder.

### **OBJECTION**

7. ESA does not generally object to the Debtors’ proposed sale transaction or the assumption and assignment of executory contracts and unexpired leases.

8. The Assumption Notice includes ESA as vendor with a total cure amount of \$487,977.58.

9. ESA files this limited objection and reservation of rights as to the cure amount only. As of the date of this Objection, the outstanding balance owed to ESA is \$490,730.32. Attached hereto at Tab 1, and made part hereof, are true copies of unpaid invoices substantiating the cure amount set forth in this paragraph.

10. ESA is entitled to receive full payment of \$490,730.32 upon the assumption and

assignment of the executory contracts pursuant to 11 U.S.C. § 365(b)(1)(A).

**RESERVATION OF RIGHTS**

11. ESA does not release or waive any claim, right or remedy arising under its executory contract, the Bankruptcy Code, or other applicable law. Nothing in this Objection is, or should be construed as, (i) a consent to the assumption, or the assumption and assignment, of any of the executory contract or (ii) a release or waiver of any of the requirements under Section 365 of the Bankruptcy Code or other applicable law with respect to the assumption, or the assumption and assignment, of the executory contracts. Nothing in this Objection is, or should be construed as, a release or waiver of any claim, right or remedy of ESA arising on or after the Petition Date.

WHEREFORE, Eastern Sintered Alloys, Inc. respectfully request that the Court enters an order establishing that the cure amount owed to Eastern Sintered Alloys, Inc. is \$490,730.32.

Date: March 19, 2020

CAMPBELL & LEVINE, LLC

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